

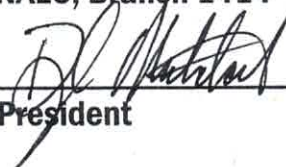
Port Orchard Post Office 2021 LOCAL MEMORANDUM OF UNDERSTANDING

Between the designated agents of the National Association of Letter Carriers, Branch 1414, and the representatives of the Port Orchard Postal Service, pursuant to local implementation provisions of the 2021 National Agreement. This Memorandum of Understanding constitutes agreement on matters relating to local conditions of employment to run concurrent with the 2021 National Agreement and shall remain in effect until superseded by a new local agreement.

In Witness Whereof:

Designated Agents,

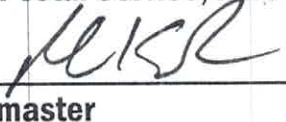
NALC, Branch 1414



President

5/5/21

U.S. Postal Service, Port Orchard



Postmaster

5/5/21





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1. Additional or longer wash-up periods.

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

2. Establishment of a regular work week of 5 days with either fixed or rotating days off.

All letter carrier routes shall be on a rotating days off schedule, with the work week running from Saturday through Friday.

3. Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as conditions warrant because of emergency conditions.

The curtailment or termination of postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head.

In cases of such emergency conditions the employer will take into consideration such factors as:

- (a) The degree of emergency as stated by and acted upon by responsible government authorities;
- (b) The requirements and reactions of its customers to the emergency;
- (c) The accessibility of postal operations and its customers to the employer and employees, and;
- (d) The safety and health of its employees. The employer will notify the union of its decision and plan of implementation as soon as possible.

4. Formulation of local leave program.

(a) Method for Making Choice Selections.

A two sign-up seniority system will be used. The first sign-up will allow up to the maximum allowable time allotted to each carrier by the National Agreement. The second sign-up will allow for any or all remaining leave, in multiples of full weeks. Any remaining leave will be awarded on a first request basis, if simultaneous, seniority will prevail. Leave requests of full week increments must be requested no later than one (1) day prior to the posting of the schedule for the service week requested.

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(b) Method for Recording Choice Selections.

A **Leave Book** shall be passed throughout the carrier work force by seniority and each carrier will indicate their selection for the choice period in the book.

(c) Date of Notification for Making Choice Period Selections.

No later than **October 20th**, management will provide the NALC with the complement for computing the number of available slots for leave for the upcoming year.

(d) Sign-up Procedure.

The Postmaster or designee and the I President or designee will begin the leave selection process on the first Monday in November. At that time the first fifteen (15) carriers on the seniority list will be polled for their choice of annual leave. The choices will continue in increments of fifteen (15) until every carrier has had the opportunity for two sign-ups. Each group of fifteen will be given a period of two (2) working days to prepare their choices.

(e) Submission and verification.

On the day of selection, each carrier will complete a PS Form 3971 for the leave chosen and initial the **Leave Book** to verify that their choice has been correctly marked. A copy of the PS Form 3971 will then be returned to each carrier and the leave will be considered approved.

(f) Passing and Late Selections.

On either or both selections, an employee may choose to **PASS**. Late selections will be granted if slots are available. A late **FIRST** choice will take precedence over a **SECOND** choice.

(g) Unavailability During Selection.

If an individual is not available on the day of selection, it is their responsibility to provide the NALC President or designee with a list of dates for their choice leave. Failure to do so will be considered a decision to **PASS** on that round. If an individual is not available due to unforeseen circumstances, such as but not limited to, emergency annual leave, a reasonable attempt will be made to contact that person to get their choice. If they are not able to be contacted, they will be passed. Their next opportunity to select will be with the group that is choosing at the time they are able to be contacted.

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(h) Extended Leave.

Carriers desiring leave for an extended vacation will apply in writing to management at the time of sign-up. Requests will be acknowledged and granted if scheduling permits.

(i) Posting of Leave Schedule.

When the leave schedule is complete and verified by both parties, it shall be posted at each delivery unit.

(j) Illness During Vacation.

Carriers who become ill while on annual leave during the choice period shall be allowed to have another selection during the choice period, providing slots are open and medical documentation is provided.

(k) Re-posting of Cancellations.

All cancellations shall be re-posted as soon as management is notified of the cancellation. Cancellations of full weeks made less than fourteen (14) days prior to the posting of the schedule for that week of leave will not be re-posted. Instead, a call will be made to all units to announce the cancellation. The leave will then be scheduled on a first come, first served basis. The exception being that in cases of multiple requests, seniority will prevail.

(l) Vacation Call-in.

No carrier will be called in to work while on annual leave, unless carrier advises management in writing that they are available if needed.

(m) Military Leave.

Military leave will not count as part of the carrier's selections for the choice period and will not be considered as part of the quota of the carriers off during the vacation period.

5. The duration of the choice vacation period(s).

Choice vacation period will start with the first Monday in January through the last Saturday in November.



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6. The determination of the beginning date of any employee's vacation period.

The leave week during the choice vacation period shall be Sunday through Saturday.

7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

Letter carriers, including City Carrier Assistants (CCAs) and Part Time Flexibles (PTFs), at their option, may make up to two (2) selections during first round of signups for selecting annual leave for the choice and non-choice vacation periods. The selections will be in continuous blocks of either five (5), ten (10), or fifteen (15) days; total not to exceed ten (10) or fifteen (15) days, in accordance with leave earned.

CCA leave will be contingent upon the CCA having sufficient leave balance when the leave is taken.

8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

(a) Jury duty will not be considered as part of the quota of carriers off during the choice vacation period.

(b) Attendance at National or State Assemblies shall be charged to the choice vacation period. The leave periods for National and State Assemblies shall be identified by the Union prior to the start of the vacation scheduling. These vacation slots shall be blocked off to insure the delegates, up to the maximum number allowed in item Nine (9), may be granted leave in accordance with Article 24, Section 2, B of the National Agreement. Management will allow as many delegates annual leave as there are vacation slots in that period.

9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

Ten percent (10%) shall be allowed off during each week of the choice vacation period. Eight percent (8%) shall be allowed off during each week of the non-choice vacation period. The total work force as of **October 20th**, each year shall be used to compute the number of vacation leave slots. In those instances where computing percentage does not result in a whole number, the next higher whole number shall be considered the correct figure.

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10. The issuance of official notices to each employee of the vacation schedule approved for such employee.

When the leave schedule is complete and posted, it shall be considered as approved. Copies of completed and approved PS Form 3971 are returned to each carrier who submitted a leave request

11. Determination of the date and means of notifying employees of the beginning of the new leave year.

A notice shall be announced, and posted on an official bulletin board, not later than the first business day of November, each year, notifying all carrier craft employees of the beginning date of the new leave year.

12. The procedure for submission of applications for annual leave during other than choice vacation period.

Incidental leave (leave of less than a full week) will be approved or disapproved no later than the Wednesday prior to the service week in which the leave is requested. Late submissions shall be given every consideration subject to scheduling needs.

13. The method of selecting employees to work on a holiday.

Management shall select carriers to work holidays in the following order:

- 1) All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday - by seniority.
- 2) All City Carrier Assistant and Part-Time Flexible employees to the maximum extent possible, even if the payment of overtime is required.
- 3) All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day - by seniority.
- 4) Full-time regulars who do not volunteer on what would otherwise be their non-scheduled day - by inverse seniority.
- 5) Full-time regulars who do not volunteer on what would otherwise be their holiday or designated holiday - by inverse seniority.

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If after the posting period, a need develops for additional or replacement employees, they shall be selected according to the same order as above.

14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

Overtime desired lists for bargaining unit employees will be by Station, Branch, Office, or other facility that is a single work location. If a job assignment involves work at more than one facility, the facility with the largest portion of the assignment will be considered the work location. Overtime discrepancies as a result of multiple work locations will be discussed with the Union locally.

15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

Normal carrier duties or needed services, the ill or injured employee can perform in an acceptable manner with documented physician approval, will be considered for light duty assignments after being submitted in writing to the installation head, and approved.

16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.

Items 15, 16, and 17 were negotiated as one item.

17. The identification of assignments that are to be considered light duty within each craft represented in the office.

Items 15, 16, and 17 were negotiated as one item.

18. The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.

For purposes of applying Article 12 of the National Agreement, the Port Orchard Post Office shall be considered a section.

19. The assignment of employee parking spaces.

Parking for carrier craft employees will be a minimum of one (1) space per route for each delivery unit, provided additional property purchases are not required. Customer parking areas shall be excluded. Changes in parking programs at the local level, which are required by the Clean Air Act or other laws, will be discussed with the union locally.

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20. The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.

Annual leave approved to attend Union activities prior to the granting of choice vacation period will be counted in the percentage provided for in Item 9 of the Memorandum. The Union will identify which weeks it wishes to reserve prior to the start of the annual leave selection.

21. Those other items which are subject to local negotiations as provided in the craft provisions of this agreement.

(a) Posting.

All new or vacant carrier assignments, not being considered for reversion, shall be posted for ten (10) calendar days.

(b) Bidding.

When several assignments are posted at the same time, a carrier may bid for as many assignments as are posted in the following manner: First Choice _____, Second Choice _____, Third Choice _____, etc.

(c) Bids.

A locked bid box will be provided at each work location. Bids shall be submitted and a delegate of Branch 1414 shall be present at the bid opening at the close of the bidding period. The key for each bid box will be maintained by management. When bidding is in process, these keys will be placed in a sealed, round-dated envelopes. Bids will be opened at each work location and the results phoned to the main Office. Then all bids will be forwarded and filed at the Port Orchard Post Office where the Postmaster's office is located. Any route that has a time change of more than one (1) hour in starting time during this agreement, shall be posted at that route carrier's request.

(d) Re-assignment Due to Abolishment.

"When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article."

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(e) Carrier Technician (T6) rules

T6 carriers will be scheduled to work their routes in their regular rotation.

In the event that a vacancy occurs on any of the T6's routes, the T6 shall be allowed their choice of available routes within their swing.

A full-time regular carrier called into work on a non-scheduled day will be assigned where they are needed. The T6 cannot be bumped from their scheduled route in their normal rotation of their T6 swing. The T6 can volunteer to relinquish their scheduled route for the service day to work another route on their T6 swing.

22. Local implementation of this Agreement relating to seniority, reassignments, and posting.

(a) Seniority

Seniority shall prevail when possible and practical.

(b) Assignment due to major route adjustments.

In the event a regular carrier's route is changed by 50% or more due to adjustments, the carrier shall have the option of being assigned to the regular route containing either segment of the former route. In the event of a conflict between carriers, seniority will prevail.

(c) Retreat Rights.

Senior carrier bidding shall maintain retreat rights to his or her previous route for five (5) working days after reassignment. If retreat rights are exercised, the vacated route will be awarded to the next senior bidder. Each retreat will be considered a successful bid.

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